

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID COL...		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFF. DATE 07/27/2015		4. REQUISITION/PURCHASE REQ. NO. 0020084961		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE 7014 DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278				7. ADMINISTERED BY (If other than Item 6) CODE DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) WILLIAMS ADLEY & CO - DC LLP 1030 15TH ST NW STE 350 W WASHINGTON DC 20005-5945 CODE 868712969 FACILITY CODE				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1015F00060 10B. DATED (SEE ITEM 13) 07/17/2015			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	Such as changes in paying office,
<input checked="" type="checkbox"/> C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By Mutual Agreement of the Parties	
D.	OTHER (Specify type of modification and authority)	
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to issuing office.		

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification P00001 to Delivery Order (DO) HSBP1015F00060 is hereby issued as an administrative modification to reduce Line Item 10 and 20 Unit and Extended pricing due to an error in FEDBid's application of the FedBid Fee. The effect of the modification on pricing is as follows:

Delivery Order	Description	Line Item	Amount	P00001 Adjustment	Revised Total
HSBP1015F00060	Base Award	10	(b) (4)		
HSBP1015P00060	Base Award	20			
Totals					

All other terms and conditons of DO HSBP1015F00060 remain unchnaged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLARENCE W. ABERNATHY Contracting Officer	
15C. DATE SIGNED 07/24/2015		16C. DATE SIGNED 7/27/15	

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1015F00060P00001**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	FY15 Peer Review	1.000	AU	(b) (4)	
20	Travel(not to exceed - per Federal Regs)	1.000	AU		

Total Funded Value of Award:

\$373,880.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0924041000Z00015400AP0112010700 TR3002525 TAS# <Not Assigned>	(b) (4)
20	6100.2525USCSGLCS0924010000Z00015400AP0112010700 TR3002525 TAS# 07020152015 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
DHS - Customs and Border Protection Office of International Trade 1400 "L" STREET, N.W. Washington, DC 20229	10	1.000	03/31/2016
	20	1.000	03/31/2016

I.4 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

- (e) **Treatment of Certain Rights.**

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

I.5 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

Buy Description: External Control Review (External Peer Review)
Internal Description: PR 20094961
Solicitation No.: 20084961
Set-Aside Requirement: Small Business
End Date: 05/08/2015
End Time: 13:00 EST
Purchase Description: Meet or Exceed
Contract Vehicle: GSA Schedules
FedBizOpps Solicitation: No
Recovery Act: No
Award Type: Purchase Order or Delivery Order
Seller Community: GSA Schedule Holders Only
PO Number: HSBP1015F00060
Repost Reason: Pricing should be completed in the FedBid pricing section (Not: Pricing should be entered for both line items separately). The Technical Volume should be submitted as an attachment to the contractors FedBid submission.

Target Price/Suggested Sellers

Total Target Price:

Bid Decrement:

Company Name	Phone	Sales Rep	Email
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Category/Subcategory

Category: PSC R4 -- Support Services - Professional

Sub-category: PSC R410 -- Program Evaluation/Review/Development

Bid Information

Company Information

Bid Description: CBP External Peer Review
Company Name: WILLIAMS, ADLEY & COMPANY - DC, LLP [DUNS: (b) (4)]
Address: 1030 15TH STREET, NW, SUITE 350 WEST
City: WASHINGTON
State: DC
Zip Code: 20005
Phone: (b) (6)
Fax: 2023719161
Duns No: (b) (4)
Cage Code:

Seller Information

Sales Rep Name: (b) (6)
Address: 1030 15th Street, NW, Suite 350 West
City: Washington
State: DC
Zip Code: 20005
Phone: (b) (6)
Fax:
Email: (b) (6)

Tax ID:

(b) (3) (A)

FedBid Buy
No:

706015_01

Socio-
Economic
Classification:Small Business Minority-Owned
Business**Bidding Requirements****Instructions****Read and Understand****Seller Attachment(s)**

In addition to providing pricing through the marketplace, Sellers MUST include certain non-pricing information as document(s) attached to their Bid, so they are received no later than the closing date and time of this Buy. Pricing will not be accepted if it is included in the attachment(s). Attachment(s) can total no more than 20 MB, whether multiple files or one file, and may be zipped to decrease their size. A Seller's failure to comply with these terms may result in its Bid being determined to be non-responsive. The attachment(s) must include the following non-pricing information: See Statement of Work.

**GSA Schedule Bids Only**

Sellers bidding on this opportunity MUST have the items requested on an existing GSA Schedule. The Schedule must either be in the Seller's name or the Seller must be able to document its ability to act as an agent of a partner's Schedule. Sellers must not bid more than their applicable contract ceiling price, excluding the FedBid Fee, for contract-specific items. If FedBid receives notice that, due to inclusion of the FedBid Fee, the Selected Bid's line item pricing is higher than the Selected Seller's applicable published government contract pricing, the FedBid Fee will be reduced to ensure the Selected Bid's line item pricing does not exceed the Selected Seller's applicable contract pricing. Sellers may offer Open Market items only in accordance with the approved Terms and Conditions of their respective GSA Schedule AND upon approval from the soliciting Contracting Officer. Information regarding GSA Schedules can be found at www.GSA.gov.

**Contract No.:** GS-23F-8184H**Contract Owner:**Kola A. Isiaq,
Managing
Partner**Contract Expiration Date:** December
29, 2018**Delivery Days:** 210**Meet or Exceed**

The Buyer is allowing Sellers to submit bids that either meet or exceed the requested specification. Sellers MUST enter exactly what they are bidding (including make, model, and description) into the blank description field in order for the bid to be considered.

**Minimum Bid Decrement is \$1,000**

The Buyer is requiring that any rebid must be lower than the 'current bid price' by this amount. The reduction is based on the total order and must be satisfied within the rebid minimum.

**Purchase Order or Delivery Order**

Buyer intends to issue award using a purchase order or delivery order. Bids from Sellers unable to accept purchase orders or delivery orders will not be considered for award.

**Set-Aside Requirement**

This solicitation is a Small Business set-aside and only qualified Sellers can bid.

**Use of FedBid**

Buyers and Sellers agree to conduct this transaction through FedBid in compliance with the FedBid Terms of Use. Failure to comply with the below terms and conditions may result in offer being determined as non-responsive.

**Evaluation Criteria/Basis of Award**

Sellers understand that FedBid ranks all Bids by price; however, pursuant to applicable acquisition regulations and/or departmental guidelines, Buyers may use criteria other than price to evaluate offers. Accordingly, please note that, unless otherwise specified in the Buy Terms, below, to the extent required by applicable regulations and/or guidelines, award will be made to the responsible Seller whose offer conforming to the solicitation will be most advantageous to the Buyer on the basis of price, technical capability, delivery, and past performance.

**Question Submission**

Interested offerors must submit any questions concerning the solicitation at the earliest time possible to enable the buyer to respond. Questions can be submitted by using the 'Submit a Question' button. Questions not received within a reasonable time prior to close of the solicitation may not be considered.

**Default Terms**

Unless otherwise specified in the Buy Terms, below, Bid must be good for 30 calendar days after close of Buy and shipping must be free on board (FOB) destination CONUS (Continental U.S.).



Name	Criteria	Bid Complies with Requirement
Equipment Condition	New Equipment ONLY; NO remanufactured or 'gray market' items. All items must be covered by the manufacturer's warranty.	<input checked="" type="checkbox"/>
SAM Requirement	This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov .	<input checked="" type="checkbox"/>
Delivery Of Order	Delivery must be made within 30 days or less after receipt of order (ARO). The offeror must provide within its offer the number of days - not to exceed 30 - required to make delivery after it receives a purchase order from the buyer. Unless otherwise noted.	<input checked="" type="checkbox"/>
For Exact Match Only Commodity Buys	For Exact Match Only Commodity Buys- NO SUBSTITUTIONS, EXACT MATCH ONLY. The vendor may not substitute any item/service listed on this order without prior written approval from the DHS/CBP Contracting Officer. No other individual is authorized, either verbally or in writing to change part numbers, manufacturer, quantity, delivery dates, or any other specifications of this RFQ. Items/services that do not conform to descriptions and part numbers found in this RFQ will be rejected at the time of delivery causing a return at the vendor's expense.	<input checked="" type="checkbox"/>
For Exact Match Services Buys Only	For Exact Match Services Buys Only- In order for a seller's bid to be 'responsive' and considered for award, the seller is REQUIRED to document exactly how they intend to meet the requirements of the SOW. They shall document statement detailing the service for evaluation. Failure to do this may be cause for termination. This information is REQUIRED in order for a seller's bid to be deemed 'responsive' and to be considered for award.	<input checked="" type="checkbox"/>
For Buys other than Exact Match:	For all buys other than Exact Match Sellers MUST document what they are bidding for evaluation for award. Sellers must include, extended specs and/or manufacturer name and part numbers (if applicable). Failure to do this may be cause for termination. This information is REQUIRED in order for a seller's bid to be deemed 'responsive' and to be considered for award. FAR 52.211-6	<input checked="" type="checkbox"/>
Offer Period	Bid MUST be good for 30 calendar days after close of Buy.	<input checked="" type="checkbox"/>
Shipping Condition	Shipping must be free on board (FOB) destination CONUS (Continental U.S.), which means that the seller must deliver the goods on its conveyance at the destination specified by the buyer, and the seller is responsible for the cost of shipping and risk of loss prior to actual delivery at the specified destination.	<input checked="" type="checkbox"/>
ORCA Requirement	ORCA Requirement - Company must be registered on Online Representations and Certifications Application (ORCA) before an award could be made to them. If company is not registered with ORCA, they may do so by going to ORCA web site at https://orca.eppn.gov/	<input checked="" type="checkbox"/>
Delivery Requirement	No partial shipments are permitted unless specifically authorized at the time of award.	<input checked="" type="checkbox"/>
Q&A Instructions	Q&A: Please submit all questions by using the 'Submit a Question' button no later than Tuesday, August 21st, 12PM EST. This buy will then be reposted with Q&A based on the questions that come in (if applicable).	<input checked="" type="checkbox"/>
Award Criteria	Award Criteria-An award will be made to a responsive offeror (who submits all required submissions on time) and whose offer is Best Value to the Government (See Statement of Work for evaluation criteria).	<input checked="" type="checkbox"/>
Supplemental Bid Information	Supplemental Bid Information: In addition to providing pricing at www.FedBid.com for this solicitation, each Offeror must provide any required, NON-PRICING responses (e.g. technical proposal, representations and certifications, etc.) so that they are received no later than the closing date and time for this solicitation. Submissions can be sent to clientservices@fedbid.com and no one else.	<input checked="" type="checkbox"/>
For Meet or Exceed Services Buys Only	For Meet or Exceed Services Buys Only- In order for a seller's bid to be 'responsive' and considered for award, the seller is REQUIRED to document exactly how they intend to meet the requirements of the SOW. They shall document statement detailing the service for evaluation. Failure to do this may be cause for termination. This information is REQUIRED in order for a seller's bid to be deemed 'responsive' and to be considered for award.	<input checked="" type="checkbox"/>

shall include in its online Bid individual pricing for all required line items in order to be considered for award (i.e., Do not use the Included in another line item function when pricing each line item). If a line item cannot be separately priced, you must notify the buyer through the FedBid Submit a Question feature regarding which line item(s) should be included in which other line item(s) and request reposting. Failure to comply with these terms may result in the Bid being determined to be non-responsive.

Deliverables See Statement of Work



Terms and Conditions Terms and conditions, as referenced under the applicable GSA schedule, apply to this solicitation.



Contract Type Firm Fixed Price with Other Direct Costs (ODCs)



Delivery and Shipping Information

Delivery Days: 210 Day(s) - Required (No. of calendar days after receipt of order (ARO) by which Buyer requires Seller to deliver)

Shipping Address: See Statement of Work

Seller Attachment(s)

No.	Document Name	Document Size
001	williamsadley_dhs_cbp_external_quality_control_review_technical.pdf	926 KB

Line Item(s)

Item No.	Description	Qty	Unit Price	Ext. Price
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001	<u>Requested Specification:</u> Office of International Trade Regulatory Audit External Quality Control Review (Please see Statement of Work)	1	(b) (4)	
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Seller Bid Specification:Williams Adley's response to the External Quality Control Review, Price

Included in line item #

002	<u>Requested Specification:</u> Other Direct Costs (Please see Statement of Work)	1	(b) (4)	
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Seller Bid Specification:Williams Adley's response to the External Quality Control Review, Other Direct Costs

Included in line item #

Price Summary

Total Price

\$373,880.00

ACTIVITYCARD

Buy #706015_01

as of 07/23/2015 12:24:18 EST



ActivityCard Information

Seller Summary

Seller	Member Since	Total Awards	Total Award Value	Alerts
WILLIAMS, ADLEY & COMPANY - DC, LLP [DUNS 868712969]	Jul-12	(b) (4)		

Buyer Activity

Buyer Organization	Bidding Since	Total Awards	Total Award Value	Alerts
DHS Customs and Border Protection (CBP)	Jul-12	(b) (4)		

Alert Activity (Performance Alerts within the last 18 months)

Buy #	Solicitation #	Bid #	Alert Date	Buyer Organization	Buyer Rep
There is no alert activity					